

**VOLUNTARY CLEANUP CONTRACT
17-6471-NRP**

**IN THE MATTER OF
A Portion of the Charleston Steel and Metal Site, Charleston County
and
POLLACK SHORES DEVELOPMENT, LLC**

This Contract is entered into by the South Carolina Department of Health and Environmental Control and Pollack Shores Development, LLC with respect to a portion of the Property located at 107 Brigade Street, Charleston, South Carolina. The Property includes two parcels totaling approximately 5.85 acres as is more particularly described in the legal description in Appendix A. In entering this Contract, the Department relies on the representations contained in the "Non Responsible Party Application for Voluntary Cleanup Contract" of March 24, 2017, and any amendments thereto, by Pollack Shores Development, LLC, which is incorporated into this Contract and attached as Appendix A.

AUTHORITY

This Contract is entered into pursuant to the Brownfields/Voluntary Cleanup Program, S.C. Code Ann. §§ 44-56-710, et seq. (2002 & Supp. 2015); the South Carolina Hazardous Waste Management Act (SCHWMA), S.C. Code Ann. §§ 44-56-10, et seq. (2002 & Supp. 2015); the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), 42 U.S.C. §§ 9601, et seq. (1994); the State Underground Petroleum Environmental Response Bank Act, (SUPERB Act), S.C. Code Ann. §§ 44-2-10, et seq. (2002 & Supp. 2015); and the Pollution Control Act, S.C. Code Ann. §§ 48-1-10 et seq. (2008 & Supp. 2015).

DEFINITIONS

1. Unless otherwise expressly provided in this Contract, terms used herein shall have the meaning assigned to them pursuant to the Brownfields/Voluntary Cleanup Program, and if not set forth therein, shall have the meaning assigned to them

pursuant to the SCHWMA, the PCA, the SUPERB Act, or CERCLA.

- A. "Pollack SD" means Pollack Shores Development, LLC.
- B. "Beneficiaries" means Pollack SD's Non-Responsible Party lenders, signatories, parents, subsidiaries, and successors, including new purchasers, lessees, and other parties acquiring an interest in any portion of the Property, but only to the extent that such parties have never been a Responsible Party at the Site.
- C. "Contamination" means the presence of a contaminant, pollutant, hazardous substance, petroleum, or petroleum product.
- D. "Contract" means this Voluntary Cleanup Contract.
- E. "Department" means the South Carolina Department of Health and Environmental Control, or a successor agency of the State of South Carolina that has responsibility for and jurisdiction over the subject matter of this Contract.
- F. "Existing Contamination" shall mean any Contamination present on, or under, the Site as of the execution date of this Contract.
- G. "Property" means the real property as described in in the Non Responsible Party Application for Voluntary Cleanup Contract attached as Appendix A and that is subject to the ownership, prospective ownership, or possessory or contractual interest of Pollack SD or its Beneficiaries.
- H. "Segregated Sources" means drums, tanks, or similar discrete containers that potentially hold substances that may cause Contamination upon release to the environment.

- I. "Site" means all areas where a contaminant, petroleum, or petroleum product has been released, deposited, stored, disposed of, or placed or otherwise comes to be located; "Site" does not include any consumer product in consumer use or any vessel.
- J. "Waste Materials" means any Contamination-causing solid, semi-solid, or liquid material discarded, buried, or otherwise present on the Property, and may include sludge, slag, or solid waste materials such as empty containers and demolition debris or materials containing asbestos, lead-based paint, or petroleum or other contaminants.

FINDINGS

2. Based on the information known by or provided to the Department, the following findings are asserted for purposes of this Contract:

- A. Current Owners and Operators: The current owners and operators of the Property include the following:

<u>Tract 1 TMS 464-00-00-003</u>	9.98 acres	Northern portion
107 Brigade Street, LLC		2014 – Present
NOMO Investment Partners II, LLC		2015- Present

<u>Tract 2 TMS 464-00-00-017</u>	5.9 acres	Southern portion
Ginn-La Promenade Sys, LLC		2007
Name changed to LRA Promenade SYS, LLC		2011
107 Brigade Street, LLC		2015 - Present
NOMO Investment Partners II, LLC		2015- Present

- B. Property and Surrounding Areas: The Property is bounded generally by Brigade Street to the north, N. Romney Street to the east, the remaining former Charleston Steel and Metal property to the south with Romney Street beyond, and a CSX Transportation Railway running parallel to Morrison Street to the

west. The Property is located within a commercialized urban area situated in a designated Renewal Community comprised of industrial operations, commercial businesses and multi-family residential housing. A legal description of the Property is attached in Appendix A.

Charleston Steel and Metal consisted of 18 acres identified as Tract 1 (9.98 acres) and Tract 2 (5.9 acres) and further identified by Charleston County as TMS #464-00-00-003 and TMS #464-00-00-017. An approximately 1.22-acre wetlands area occupies the northeastern corner. There are three (3) surface water retention ponds located on Tract 2. The Charleston Steel and Metal real estate has recently been resurveyed to create three (3) parcels, one of which is herein identified as the Property. The Property is made up of a portion of Tract 1 and a portion of Tract 2. The 1.22-acre wetlands area is not within the boundary of the Property.

C. Voluntary Cleanup Contract 07-5691-NRP: On March 16, 2007, the Department entered into Non Responsible Party Voluntary Cleanup Contract 07-5692-NRP with Ginn-La Promenade SYS, LLC regarding TMS 464-00-00-017 Tract 2 of the Charleston Steel and Metal Site. In 2011, Ginn-La Promenade SYS, LLC changed its name to LRA Promenade SYS, LLC. An assessment of Tract 2 has been conducted. Documents prepared by S&ME, Inc. include the following:

- March 15, 2007 Environmental Assessment Work Plan
- February 13, 2008 Environmental Assessment Report (May 30, 2007)
- June 3, 2014 Environmental Site Management Plan, Tract 2
- September 12, 2014 VCC Additional Sediment Assessment Report, Tract 2
- July 23, 2015 Site Management Plan

The conclusion was that groundwater has been impacted by arsenic and lead. Metals, semivolatile organic compounds, polychlorinated biphenyls (PCBs) and pesticides were detected in soil or sediment. The 2014 additional sediment assessment confirmed the previous results. No new contaminants were

identified.

Documents prepared by SCS Engineers regarding Tract 2 include the following:

- May 24, 2017 Baseline Investigation Report – Additional Sampling Activities
VCC 14-6278-NRP & 07-5691-NRP
- May 26, 2017 Media Management Plan, Rev.2, VCC 14-6278-NRP
and 07-5691-NRP

D. Voluntary Cleanup Contract 14-6278-NRP: On October 13, 2014, the Department entered into Non Responsible Party Voluntary Cleanup Contract 14-6278-NRP with 107 Brigade Street, LLC regarding Tract 1 TMS 464-00-00-003 of the Charleston Steel and Metal Site. In 2015, NOMO Investment Partners II, LLC added its name as an owner of Tract 1. An investigation of Tract 1 has been conducted. Documents prepared by SCS Engineers include the following:

- July 31, 2014 VCC Work Plan
- October 13, 2014 Revised VCC Work Plan
- May 27, 2015 Baseline Investigation Report
- July 7, 2015 Site Management Plan
- September 8, 2015 Work Plan to Complete VCC 14-6278-NRP Follow-Up Tasks
(Tract 1) & Additional Sampling (Tract 2)
- January 22, 2016 Site Management Plan, Final
- March 21, 2017 Addendum to VCC Baseline Investigation – Well Survey Results
- May 24, 2017 Baseline Investigation Report – Additional Sampling Activities
VCC 14-6278-NRP & 07-5692-NRP
- May 26, 2017 Media Management Plan, Rev.2 VCC 14-6278-NRP
and 07-5691-NRP

An underground storage tank (UST) system was located and removed. A conclusion of the assessment was that some metals, volatile organic compounds, semivolatile organic compounds, and PCBs are present in groundwater, sediment, soil, and/or surface water (wetlands area). An objective of the additional sampling in 2016 was to delineate the horizontal extent of lead

in surface soil and to document the removal of surface soil impacted by lead at concentrations greater than 2,000 milligrams per kilogram (mg/kg). A second objective of the additional sampling in 2016 was to delineate the extent of PCBs in soil at elevated concentrations.

In May 2016, additional sampling activities were conducted on Tract 1 and Tract 2 to augment the initial investigation results for lead, mercury, PCBs, and/or PAHs. Surface soil was adequately excavated at three locations where lead was reported at concentrations greater than 2,000 mg/kg and at one location where mercury was elevated. Surface soil was excavated at three locations where PAH concentrations were elevated: Tract 1 at SB-2, SB-11 and SB-16. The Tract 2 SB-6 location was not excavated. Following excavation, benzo(a)pyrene was detected in confirmatory samples at a concentration greater than the industrial RSL. Surface soil was excavated from eight locations where PCB concentrations were elevated. PCBs in surface soil were not delineated at concentrations less than 1 mg/kg. Excavation activities were halted before addressing the Tract 2 soil boring SB-6 location. SCS's conclusion was that surface soil on Tract 1 and Tract 2 could not be remediated to below industrial soil criteria due to the extent of debris mixed in the soil.

The US Environmental Protection Agency (EPA) has agreed to allow impacted soil with a PCB total concentration less than 100 mg/kg to remain on the Property under an engineered barrier, such as pavement and/or a building. The EPA has evaluated the PCB concentrations regarding vapor intrusion and concluded that vapor intrusion is not a concern for elevated structures that allow air flow between the soil and the building.

E. Voluntary Cleanup Contract 17-6471-NRP:

This Contract shall: 1) supersede Non Responsible Party Voluntary Cleanup Contract 14-6278-NRP regarding Tract 1 and Non Responsible Party Contract

07-5691-NRP regarding Tract 2 for the portions of those tracts that are encompassed within the Property; and 2) specify any remaining obligations that Pollack SD must complete in order to obtain a Certificate of Completion. The referenced Voluntary Cleanup Contracts for Tracts 1 and 2 will remain in effect for those portions of Tracts 1 and Tract 2 that are not part of the Property. Pollack SD is not responsible for any activities or conditions on the portions of Tract 1 and Tract 2 that are not part of the Property.

F. Investigations / Reports: Pollack SD submitted a *Phase I Environmental Site Assessment*, dated February 3, 2017, prepared by Terracon, in support of its Application. That document lists the following recognized environmental conditions (RECs) on the Property:

- Use of the Property as a scrap yard;
- Documented impact to soil, sediment and groundwater. Contaminants include metals (lead), polychlorinated biphenyls (PCBs), volatile organic compounds, polyaromatic hydrocarbons, and pesticides.

G. Applicant Identification: Pollack SD is a State of Georgia limited liability company with its principal place of business located at 5606 Glenridge Dr. NE, Suite 775, Atlanta, Georgia 303042.

H. Proposed Redevelopment: Pollack SD will acquire the Property and intends to construct approximately 231 multifamily units in 3 and 4 story buildings with ground floor residential, potentially some commercial space, surface parking, and an in-ground pool.

CERTIFICATIONS

3. Pollack SD has certified upon application that: 1) Pollack SD is not a Responsible Party at the Site, or a parent, successor, or subsidiary of a Responsible Party at the Site and has not had any involvement with the Property in the past other than activities performed in anticipation of participation in the Voluntary Cleanup Program; 2) its activities will not aggravate or contribute to Existing Contamination

on the Site or pose significant human health or environmental risks; and, 3) it is financially viable to meet the obligations under this Contract.

RESPONSE ACTION

4. Except as may be required in Sections 4.C and 4.D and as provided in the Media Management Plan to be approved by the Department prior to implementation, delineation and assessment of the Property has been completed. Pollack SD agrees to conduct the response actions specified in the sub-paragraphs below. An initial Work Plan shall be submitted by Pollack SD, or its designee, within thirty (30) days after the date of execution of this Contract by the Department, or such earlier or later date if approved by the Department's project manager. A report of the assessment results shall be submitted by Pollack SD, or its designee in accordance with the schedule provided in the initial Work Plan. Pollack SD acknowledges that the assessment may find distributions of Existing Contamination requiring additional assessment and/or corrective action on the Property that cannot be anticipated with this Contract. Pollack SD agrees to perform the additional assessment and/or corrective action consistent with the intended uses of the Property under the purview of this Contract; however, Pollack SD may seek an amendment of this Contract to clarify its further responsibilities. Pollack SD shall perform all actions required by this Contract, and any related actions of Pollack SD's choosing not expressly required by this Contract, pursuant to Work Plans and/or Addenda approved by the Department.

A. Work Plan Logistics:

- 1). The Work Plan(s) shall set forth a schedule and methods for assessment and corrective action activities detailed herein.
- 2). The Work Plan(s) shall be submitted to the Department in the form of one hard copy and one electronic copy of the entire Work Plan on a compact disk (in .pdf format).
- 3). All activities undertaken pursuant to this Contract shall be consistent with

S.C. statutes, regulations, and permitting requirements (e.g., stormwater management and waste disposal regulations). Pollack SD shall identify and obtain the applicable permits before beginning any action.

- 4). The Work Plan(s) shall be in accordance with accepted industry standards and shall be signed and sealed by a Professional Engineer or Professional Geologist duly-licensed in South Carolina.
- 5). The Work Plan(s) shall provide detailed information about the proposed sampling points, collection methods, analytical methods, quality assurance procedures, and other pertinent details of the assessment and/or corrective measures activities consistent with the following:
 - a). Sample collection methodologies shall be consistent with the US EPA Region IV Field Branches Quality System and Technical Procedures.
 - b). All monitoring wells and groundwater sampling points shall be constructed in accordance with Well Standards, 6 S.C. Code Ann. Regs. 61-71 (2002 & Supp. 2016). The Work Plan shall provide sufficient detail to support issuance of the well approvals by the Department.
 - c). The laboratory analyses for samples taken pursuant to the Work Plan are specified in the media-specific sub-paragraphs below, but may include any of the following:
 - i. the full EPA Target Analyte List (TAL);
 - i). EPA Target Analyte List excluding cyanide (TAL-Metals);
 - ii. the full EPA Target Compound List (TCL);
 - i). EPA Target Compound List Volatile Organic Compounds (TCL-VOCs);
 - ii). EPA Target Compound List Semi-Volatile Organic Compounds (TCL-SVOCs);
 - iii). EPA Target Compound List Pesticides (TCL-Pesticides);
 - iv). EPA Target Compound List Polychlorinated Biphenyls (TCL-PCBs).
 - d). All analytical methods shall use appropriate detection levels to allow

comparison to the media-specific screening criteria listed in the "United States Environmental Protection Agency Regional Screening Levels for Chemical Contaminants at Superfund Sites" (EPA RSLs) in effect at the time of sampling. The applicable Protection of Groundwater Soil Screening Level (SSL) shall be the "MCL-Based SSL", if listed. If the applicable screening criteria are lower than achievable detection levels, the analytical method shall use the lowest achievable detection levels.

- 6). The Work Plan shall include the names, addresses, and telephone numbers of Pollack SD's consulting firm(s), analytical laboratories, and Pollack SD's contact person for matters relating to this Contract and the Work Plan.
 - a). The analytical laboratory shall possess applicable Certification defined in the State Environmental Laboratory Certification Program, 7 S.C. Code Ann. Regs. 61-81 (2012), for the test method(s) and parameters specified in the Work Plan.
 - b). Pollack SD shall notify the Department in writing of any changes concerning the consulting firm(s), contact person(s), or laboratory identified in the Work Plan.
- 7). The Department will notify Pollack SD in writing of approvals or deficiencies in the Work Plan.
- 8). Pollack SD, or its designee, shall respond in writing within thirty (30) days of receipt of any comments on the Work Plan by the Department.
- 9). Pollack SD shall begin implementation of the Work Plan as soon as reasonably possible after receipt of written approval of the Work Plan by the Department.
- 10). Pollack SD shall inform the Department at least five (5) working days in advance of all field activities conducted pursuant to the Work Plan, and shall allow the Department, or its authorized representatives, to take duplicates of any samples if desired.
- 11). Pollack SD shall preserve items on the Property that may: 1) provide evidence of a Potentially Responsible Party's involvement at the Site; 2) lead

to the discovery of other areas of Contamination at the Site; or 3) contain environmental information related to the Site. Such items may include drums, bottles, labels, business and operating records, contracts, Site studies, investigations, and other physical or written materials relating to the Site. Pollack SD shall notify the Department of the location of any such items, and provide the Department with an opportunity to inspect any materials or copy any documents at the Department's expense prior to destruction of said items.

B. Report Logistics

- 1). Report(s) shall be prepared in accordance with accepted industry standards and shall be certified by signature and seal of a Professional Engineer or Professional Geologist duly licensed in South Carolina.
- 2). The report(s) of assessment and/or corrective measures activities shall include a discussion of investigation methods and any deviations from the Department approved Work Plan. Report(s) shall also include tables and figures to summarize all data, a surveyed map documenting sampling locations, documentation of field observations including well core logs, sample descriptions, field screening results, and all laboratory analytical data.
- 3). All report(s) shall be submitted to the Department in the form of one hardcopy and one electronic copy of the entire report on a compact disk (in .pdf format).

C. Assess Waste Materials and Segregated Sources:

- 1). Pollack SD shall characterize all Waste Materials and Segregated Sources identified below. Assessment shall include an evaluation of contaminant concentrations and an estimation of the quantity or extent of each type of Waste Material or Segregated Source, as applicable, or as specified below.
 - a). Multiple soil piles staged on plastic adjacent to apparent test pit.

Characterization shall include analysis for PCBs;

- b). Soil piles / debris to include the large Wood Debris Pile located north of the Maintenance Building 4 and the debris pile located adjacent to the marsh consisting of Scrap Metal, Tire, Miscellaneous Debris Pile that includes used automobile battery cases.
 - c). A drum of apparent investigatory derived waste. Characterization shall include analysis for PCBs.
- 2). As provided in the Corrective Measures Plan and/or the Media Management Plan to be approved by the Department prior to implementation, Pollack SD shall also characterize for disposal (analysis to include PCBs) any other Waste Material and Segregated Sources that may be discovered on the Property at any time during assessment, corrective action, or development activities in accordance with applicable regulations.
 - 3). Upon discovery of any Segregated Source that has not yet released all of its contents to the environment, Pollack SD shall expeditiously stabilize or remove the Segregated Source from the Property.
 - 4). Pollack SD shall immediately notify the Department if a release of Contamination occurs as a result of its assessment, stabilization or removal actions. Pollack SD shall assess the impact of the release and take necessary action in accordance with a Department approved plan.

D. Assess soil quality across the Property:

- 1). Pollack SD shall collect and analyze a minimum of three (3) soil samples from nine (9) locations on the Property. Pollack SD shall collect one surface soil sample (0-1 foot below ground surface) from each of the following locations:
 - a). At the Wood Debris Pile, surface soil only. Samples shall be collected from three (3) locations after the Pile has been removed. A composite of the three surface soil samples shall be submitted for analysis, as specified below.

- b). At the Scrap Metal, Tire, Miscellaneous Debris Pile, surface soil only. Samples shall be collected from six locations after the Pile has been removed. Two composite samples consisting of samples from three (3) locations each shall be submitted for analysis, as specified below.
- 2). Each surface soil sample shall be analyzed for TAL-Metals and SVOCs plus PCBs. One sample from two probable impacted areas shall be analyzed for the full EPA TAL (includes cyanide) and EPA TCL.
- 3). Soil quality results shall be compared to the EPA RSL Resident and Industrial Screening Levels and to the applicable Protection of Groundwater SSL. The disposition of the soil shall be handled as provided in the Corrective Measures Plan to be approved by the Department prior to implementation.

E. Evaluate and control potential impacts to indoor air:

- 1). Pollack SD shall evaluate potential impacts to indoor air if the Department determines that the concentrations of VOCs present in the subsurface pose a threat to indoor air quality based on EPA OSWER "Technical Guide for Assessing and Mitigating the Vapor Intrusion Pathway from Subsurface Vapor Sources to Indoor Air" dated June 2015 and supplemental EPA guidance ("Vapor Intrusion Technical Guide"). The Department's decision will be constrained towards predicting commercial or residential exposures consistent with the building construction that is proposed to be used on the Property.
 - a). If required, Pollack SD shall submit a Vapor Intrusion Assessment Work Plan followed by a report of the results.
 - b). For future buildings, Pollack SD's evaluation of vapor intrusion risk shall, unless otherwise agreed to by the Department, consist of collection and analysis of a representative number of soil gas samples from the proposed footprint of buildings to be constructed on the Property over areas potentially subject to vapor intrusion.

- c). Soil gas samples shall be analyzed for all site related volatile compounds by appropriate methods capable of detecting soil gas concentrations at screening levels indicative of a 10^{-6} cancer risk or a hazard quotient of 1 (or 0.1 as applicable) for non-carcinogens based on an appropriate attenuation factor.
 - d). Soil gas sampling results and predicted indoor air concentrations shall be compared to screening levels indicative of a 10^{-6} cancer risk or a hazard quotient of 1 (or 0.1 as applicable) for non-carcinogens based on the Vapor Intrusion Technical Guide.
- 2). Should the results of the Vapor Intrusion Assessment indicate that contaminant concentrations exceed levels indicative of a 10^{-6} cancer risk or a hazard quotient/hazard index of 1 for non-carcinogens for the proposed use of the Property, Pollack SD shall evaluate options for corrective measures and engineering controls to ensure acceptable indoor air quality. At a minimum, Pollack SD shall propose and implement engineering controls to mitigate contaminant vapor intrusion to meet acceptable levels in accordance with Paragraph 4.F of this Contract.
 - 3). The Department may allow Pollack SD to implement pre-emptive vapor intrusion mitigation measures in lieu of the above Vapor Intrusion Assessment. Vapor intrusion mitigation measures shall be completed and evaluated in accordance with Paragraph 4.F of this Contract.

F. Institute reasonable Contamination control measures:

- 1). Pollack SD shall remove from the Property and properly dispose of all Waste Materials and Segregated Sources of Contamination in accordance with applicable regulations based on characterization results.
 - a). Waste Materials and Segregated Sources known to be present on the Property and that may require removal pursuant to the Corrective Measures Plan and/or the Media Management Plan to be approved by the Department prior to implementation are as follows:

- i. Multiple soil piles staged on plastic adjacent to apparent test pit. Characterization shall include analysis for PCBs;
 - ii. Soil and/or debris piles. Characterization shall include analysis for PCBs.
 - iii. A drum of apparent investigatory derived waste. Characterization shall include analysis for PCBs.
 - b). Pollack SD shall document the characterization results and ultimate disposition of the materials to the Department within sixty (60) days of removal of any material from the Property.
 - c). Subject to Department approval, buried Waste Materials, if present, may be stabilized in place on the Property in a manner that will effectively limit or prevent human exposure and release of contaminants to the environment. If any Waste Materials are to be stabilized in place, Pollack SD shall propose plans for stabilization of the Waste Materials in a Corrective Measures Plan in accordance with Paragraph 4.F.2 below. Pollack SD shall also enter into a Declaration of Covenants and Restrictions to document the area of stabilization, and to maintain the stabilization measures in accordance with Paragraph 8 of this Contract.
- 2). Pollack SD shall take reasonable measures to effectively limit or prevent human exposure to Existing Contamination in any media on the Property. The corrective measures shall be proposed in a Corrective Measures Plan to be approved by the Department prior to implementation, and shall be consistent with the intended future use of the Property.
- a). Corrective measures shall be required for Contamination present in any media on the Property with concentrations in excess of appropriate human-health risk-based exposure standards with plausibly complete routes of exposure. Known media that require Corrective Measures are as follows:
 - i. Surface soil, as provided in the Corrective Measures Plan to be approved by the Department prior to implementation;

- ii. Groundwater, to be restricted per the terms of the Declaration of Covenants and Restrictions.
- b). Pollack SD may request Department approval to conduct a site-specific risk assessment to determine levels of Contamination that are acceptable for the intended use of the Property. The risk assessment shall be conducted in accordance with EPA Risk Assessment Guidance for Superfund. Prior to conducting the risk assessment, Pollack SD shall submit for Department approval, an overview of risk assessment assumptions including identification of Contamination exposure routes, the type and duration of possible exposures, the magnitude of exposure, and any data gaps that need to be addressed to complete the risk assessment.
- c). Corrective measures may include removal, encapsulation, barriers, or other methods reasonably expected to limit human exposures to the Contamination. Subject to Department approval, corrective measures will include a land use restriction in accordance with Paragraph 8 (Declaration of Covenants and Restrictions) of this Contract
- d). If required, vapor intrusion control measures shall be designed to effectively mitigate vapor intrusion risk to a 10^{-6} risk for carcinogens and a hazard quotient/hazard index of 1 for non-carcinogens based on current EPA RSLs and guidance on vapor intrusion. All vapor intrusion control measures shall include monitoring to confirm that the vapor mitigation system is effective, and procedures to ensure and document proper and effective operation and maintenance of the vapor intrusion mitigation system for as long as it is required at the Property. If a sub-slab vent system is employed, the monitoring may consist of a demonstration showing that negative pressure is being maintained. The monitoring shall occur twice (at approximately six-month intervals) in the first year following the completion of construction of buildings on the Property. If the results are acceptable, no additional monitoring shall be required. The

Department shall give reasonable consideration of data or other demonstration that shows any unacceptable indoor air contaminant concentrations do not result from the subsurface conditions.

- e). Upon completion of any corrective measures, Pollack SD shall provide a Corrective Measures Report to document satisfactory completion of the corrective measures for Department review and approval prior to obtaining a Certificate of Completion.
 - 3). Pollack SD shall propose a Media Management Plan. The Media Management Plan for management of contaminated media during any Property development activities. The Media Management Plan shall address management of contaminated media when encountered on the Property, its characterization if necessary for offsite disposal, and identification of the final disposal location for all contaminated media.
 - 4). Corrective measures include engineering controls that must be maintained and monitored for future use of the Property. A Long-term Stewardship Plan will be required by the Department. The Stewardship Plan shall identify procedures for management of contaminated media that may be encountered as a result of any disturbance of the engineering controls, and for repair or replacement of the engineering controls.
- G. Monitor and/or abandon the monitoring wells:
- 1). Pollack SD shall abandon the monitoring well(s) on the Property as the Department has determined that there is no further need for groundwater monitoring. The wells shall be abandoned in accordance with Well Standards, 6 S.C. Code Ann. Regs. 61-71 (2002 & Supp. 2016).

HEALTH AND SAFETY PLAN

- 5. Pollack SD shall prepare and submit under separate cover from the Work Plan, a Health and Safety Plan consistent with Occupational Safety and Health Administration regulations. The Health and Safety Plan shall be submitted to the Department in the form of one electronic copy on compact disk (in .pdf format).

Pollack SD agrees that the Health and Safety Plan is submitted to the Department only for informational purposes. The Department expressly disclaims any liability that may result from implementation of the Health and Safety Plan by Pollack SD.

PROGRESS UPDATES

6. Pollack SD shall submit periodic written updates to the Department's project manager until such time as all activities related to the Property are complete pursuant to this Contract. The first update shall be due within ninety (90) days of the execution date of this Contract and semi-annually thereafter.

A. The updates may be in summary letter format, but should include information about:

- 1). The actions taken under this Contract during the previous reporting period;
- 2). Actions scheduled to be taken in the next reporting period;
- 3). Sampling, test results, and any other data in summary form, generated during the previous reporting period regardless of whether the data was collected pursuant to this Contract; and,
- 4). A description of any environmental problems experienced during the previous reporting period and the actions taken to resolve them.

B. The Department's project manager may allow an extended schedule between updates based on case specific conditions.

SCHEDULE

7. Pollack SD shall perform all activities and response actions pursuant to this Contract in an expeditious manner. In the event that circumstances cause a delay in implementation of the response actions, the Department may require implementation of interim measures to stabilize Contamination or prevent unacceptable exposures. Pollack SD shall implement the interim measures in accordance with a Department-approved plan.

DECLARATION OF COVENANTS AND RESTRICTIONS

8. Pollack SD or its Beneficiaries shall enter, and record, a Declaration of Covenants and Restrictions (Declaration) for the Property after completing the response actions pursuant to this Contract.
 - A. The Declaration will restrict the use of the Property from detached single-family residential dwellings with potential exposure to soil and/or child day care facilities and/or elder care facilities with the potential for exposure to impacted soil. The Declaration will also restrict the use of the Property from agricultural purposes. The foregoing restrictions shall not prohibit multi-family apartment buildings with courtyards or condominium units with courtyards, or landscaping associated with multi-family or condominium uses. The Declaration will prohibit the use of groundwater for drinking water or irrigation purposes. The Declaration will require engineered measures to prevent exposure to the underlying soil. The recorded Declaration shall be incorporated into this Contract as an Appendix and shall be implemented as follows:
 - B. The Department shall prepare and sign the Declaration prior to providing it to Pollack SD. An authorized representative of Pollack SD or its Beneficiaries shall sign the Declaration within ten (10) days of receipt of a mutually-acceptable Declaration. All signatures shall be witnessed, and signed and sealed by a notary public.
 - C. Pollack SD or its Beneficiaries shall record the executed Declaration with the Registrar of Deeds or Mesne Conveyance for the county where the Property is located.
 - D. Pollack SD or its Beneficiaries shall provide a copy of the recorded Declaration to the Department within sixty (60) days of the Department's execution. The copy shall show the date and Book and Page number where the Declaration has been

recorded.

- E. The Declaration shall be noted on the master deed of any planned development for the Property and noted, or referenced thereafter, on each individual deed of property subdivided from the Property and subject to the Declaration.
- F. The Declaration shall reserve a right of entry and inspection for Pollack SD or its Beneficiaries that may be transferred to another single individual or entity for purposes of compliance monitoring.
 - 1). Pollack SD or its Beneficiaries shall ensure that the restrictions established by the Declaration remain on any subdivided property.
 - 2). Pollack SD or its Beneficiaries shall create a procedure to provide a single point of contact responsible for documenting current land use and compliance with the Declaration regardless of the Property's ownership status. The procedure shall be reviewed and approved by the Department before it is implemented.
- G. The Declaration shall provide that the Department has an irrevocable right of access to the Property after Pollack SD acquires the Property, and such right of access shall remain until remediation is accomplished for unrestricted use and monitoring is no longer required. Such access shall extend to the Department's authorized representatives and all persons performing response actions on the Property under the Department's oversight.
- H. Pollack SD or its Beneficiaries, or the individual or entity responsible for compliance monitoring, shall annually document the Property's land use and compliance with the Declaration to the Department. The report shall be submitted by May 31st in a manner and form prescribed by the Department.
- I. The Department may amend the Declaration in response to changes in law,

completion of remedial actions meeting the applicable standards in effect at the time, or if other circumstances of the Property change; however, said amendment shall not be applied retroactively unless expressly provided for in the legislation. An amendment may strengthen, relax, or remove restrictions based on the EPA RSL Summary Table in effect at that time; however, the Department shall not impose a more restrictive condition based solely on changes in the EPA RSL Summary Table. An amendment to the Declaration shall be duly executed and recorded using procedures similar to those detailed above.

NOTIFICATION

9. All notices required to be given by either party to the other shall be in writing. Each party shall have a continuing obligation to identify a contact person, whose name, address, and telephone number must be updated to the other party, throughout the term of the Contract. Notices by electronic mail or facsimile shall be acceptable if acknowledged in writing by the recipient; with the delivery date being the date of acknowledgment or earlier date if stated in the acknowledgment. All other forms of notice shall be deemed sufficiently given if delivered at the address shown below, or at such place or to such agent as the parties may from time to time designate in writing, by: 1) regular U.S. Mail by which notice shall be deemed to occur seven (7) days after the postmark date; 2) Certified or Registered Mail by which notice shall be deemed to occur on the date received as shown on the receipt; 3) Commercial delivery service company by which notice shall be deemed to occur on the date received as shown on the receipt; or, 4) hand delivery to the other party.

- A. All correspondence, notices, work plans, and reports shall be submitted to:

Robert F. Hodges, Jr., P.G.
Bureau of Land and Waste Management
2600 Bull Street

Columbia, South Carolina 29201

- B. All correspondence and notices to Pollack SD shall be submitted to Pollack SD's designated contact person who as of the effective date of this Contract shall be:

NoMo Charleston Project Manager
Pollack Shores Development, LLC
5605 Glenridge Dr. NE Suite 775
Atlanta, Georgia 30342

FINANCIAL REIMBURSEMENT

10. Pollack SD or its Beneficiaries shall reimburse the Department for oversight costs of activities specific to this Contract as provided by S.C. Code Ann. § 44-56-750(D). The oversight costs shall include the direct and indirect costs incurred by the Department in implementing the Voluntary Cleanup Program as related to this Contract, and any future amendments thereto, and may include costs related to this Contract and incurred by the Department prior to execution of this Contract. Invoices for oversight costs will be sent to Pollack SD on a quarterly basis. All costs are payable within thirty (30) days of the Department's invoice submitted to:

Marc Pollack, CEO
Pollack Shores Development, LLC
5605 Glenridge Dr. NE Suite 775
Atlanta, Georgia 303042

- A. Failure to submit timely payment for costs upon receipt of the Department's invoice is grounds for termination of the Contract pursuant to paragraph 16 herein.

- B. Payment for costs incurred by the Department pursuant to this Contract shall

become immediately due upon termination of the Contract by any party pursuant to paragraph 16 herein.

ACCESS TO THE PROPERTY

11. Pollack SD agrees the Department has an irrevocable right of access to the Property for environmental response matters after Pollack SD acquires the Property. This right of access remains until such time as remediation is accomplished for unrestricted use and monitoring is no longer required, and shall extend to the Department's authorized representatives and all other persons performing response actions on the Property under the Department's oversight.

CERTIFICATE OF COMPLETION AND COVENANT NOT TO SUE

12. A Certificate of Completion shall be issued to Pollack SD or its Beneficiaries for the Property under this Contract as follows:
 - A. Pollack SD or its Beneficiaries shall request a Certificate of Completion pursuant to S.C. Code Ann. § 44-56-750(C)(1) after the response actions are completed and any required Declarations are recorded pursuant to this Contract. The request shall be in writing and shall report 1) the amount of soil that was removed or remediated on the Property; and 2) the cost of all environmental work conducted pursuant to this Contract.
 - B. Pursuant to § 44-56-750(C)(1) the Department shall issue the Certificate of Completion with its covenant not to sue upon determining that Pollack SD or its Beneficiaries has successfully and completely complied with the Contract and the voluntary cleanup approved under S.C. Code Ann. §§ 44-56-710 through 760.
 - C. The Department may issue a Provisional Certificate of Completion if the substantive response actions required under this Contract are complete and a required Declaration has been recorded but all actions under this Contract have

not been completed due to Property-specific circumstances. The Department may issue a Partial Certificate of Completion if the substantive response actions required under this Contract, including the recording of required Covenant, are complete on a portion of, but not the entirety of, the Property.

- 1). A Partial and/or Provisional Certificate of Completion will include specific performance standards that Pollack SD or its Beneficiaries shall continue to meet.
- 2). The Partial and/or Provisional Certificate of Completion may include the Department's covenant not to sue for Existing Contamination; however, said covenant shall be automatically revoked if Pollack SD or its Beneficiaries do not satisfactorily complete the requirements of the Contract as stipulated in the Partial and/or Provisional Certificate of Completion.

ECONOMIC BENEFITS REPORTING

14. Pollack SD or its Beneficiaries shall report information to the Department that demonstrates that the activities pursuant to this Contract have been beneficial to the State and community. The report shall be submitted within two (2) years after the execution date of this Contract, and annually thereafter until two (2) years after redevelopment of the Property is complete. Pollack SD shall summarize the new operations at the Property, the number of jobs created, the amount of property taxes paid, and the total amount invested in the Property for property acquisition and capital improvements.

CONTRACT OBLIGATIONS AND PROTECTIONS INURE

15. The terms, conditions, obligations and protections of this Contract apply to and inure to the benefit of the Department, Pollack SD, and its Beneficiaries as set forth below. The following stipulations apply to ensure the transition of all obligations and protections to successive Beneficiaries for any portion of the Property:

- A. Pollack SD or its Beneficiaries shall provide a copy of this Contract and

applicable Appendices to any subsequent Beneficiary. Transmittal of the Contract copy may be via any commonly accepted mechanism.

- B. Pollack SD and its Beneficiaries shall not allow residential occupancy on any portion of the Property prior to obtaining the Certificate of Completion or a Provisional Certificate of Completion specific to that portion of the Property allowing residential occupancy.
- C. If the Certificate of Completion has not been issued, Pollack SD or its Beneficiaries shall request approval from the Department prior to transferring the obligations and protections of this Contract to a new person or entity. The Department shall not unreasonably withhold its approval upon receipt of a Non-Responsible Party Application for Voluntary Cleanup Contract documenting that the new person or entity:
 - 1). Is not a Responsible Party for the Site;
 - 2). Has sufficient resources to complete the activities of this Contract;
 - 3). Will not use the Property for activities that are inconsistent with the terms and conditions of this Contract;
 - 4). Will assume the protections and all obligations of this Contract; and,
 - 5). Will, in the Department's sole discretion, provide a measurable benefit to the State and the community as a result of this transfer.
- D. If the Certificate of Completion has been issued and the portion of the Property is subject to a Declaration or other ongoing obligation pursuant to this Contract, Pollack SD or its Beneficiaries shall provide written notification to the Department identifying the new individual or entity within thirty (30) days after the effective date of the ownership change or other possessory transfer of the Property.
 - 1). The notification shall include a signed statement from the new individual or entity that its use of the Property will remain consistent with the terms of the Contract and the Declaration, and that it will assume the ongoing obligations

and protections of this Contract.

- 2). This requirement is waived for an individual or entity acquiring a portion of the Property for individual residential or commercial use provided the Declaration is noted on the master deed for the planned development, and the Department has approved the procedure for a single point of contact responsible for documenting current land use and compliance with the Covenant.

CONTRACT TERMINATION

16. Pollack SD, its Beneficiaries, and the Department each reserve the right to unilaterally terminate this Contract by giving thirty (30) days advance written notice to the other party. Termination shall be subject to the following:
 - A. The Department may not terminate this Contract without cause and before termination, shall provide Pollack SD or its Beneficiaries an opportunity to correct the cause(s) for termination, which may include, but is not limited to, the following:
 - 1). Failure to complete the terms and conditions of this Contract;
 - 2). Change in Pollack SD's or its Beneficiaries' business activities on the Property or use of the Property that are inconsistent with the terms and conditions of this Contract;
 - 3). Failure to submit timely payment for costs upon receipt of the Department's invoice;
 - 4). Failure of Pollack SD or its Beneficiaries to implement appropriate response actions for additional Contamination or releases caused by Pollack SD or its Beneficiaries;
 - 5). Knowingly providing the Department with false or incomplete information or knowing failure to disclose material information;
 - 6). Failure by Pollack SD or its Beneficiaries to obtain the applicable permits from the Department for the response actions or other activities undertaken

at the Property pursuant to this Contract; or,

- 7). Failure by Pollack SD or its Beneficiaries to make material progress toward the expansion, redevelopment, or reuse of the property as determined by the Department upon consideration of Pollack SD's or its Beneficiaries' marketing efforts, regional economic conditions, and other pertinent information on the Property.
-
- B. Should Pollack SD or its Beneficiaries elect to terminate, that party shall certify to the Department's satisfaction that any environmental or physical hazards caused or contributed by Pollack SD or its Beneficiaries have been stabilized or mitigated such that the Property does not pose hazards to human health or the environment.
 - C. Termination of this Contract by any party does not waive the Department's authority to require response action under any applicable state or federal law.
 - D. Termination of this Contract by any party does not end the obligations of Pollack SD or its Beneficiaries to pay costs incurred by the Department pursuant to this Contract. Payment for such costs shall become immediately due.
 - E. Upon termination, the protections provided under this Contract shall be null and void as to any party who participated in actions giving rise to termination of the Contract. Revocation of protections shall also apply to that party's lenders, parents, subsidiaries, and successors, including lessees, heirs, devisees, and other parties taking an interest in the Property through that party who participated in actions giving rise to termination of the contract. The protections will continue for any party who has received protections through a Certificate of Completion for this Contract, and who did not participate in the actions giving rise to the termination.

ENTITLEMENT OF PROTECTIONS AND BENEFITS

17. Pollack SD and its Beneficiaries are entitled to the protections and benefits in regard to Existing Contamination provided by South Carolina statutes as follows:

A. Effective on the date this Contract is first executed by the Department:

- 1). Protection from contribution claims under CERCLA § 113, 42 U.S.C. § 9613 and SCHWMA § 44-56-200.
- 2). Protection from third-party claims as provided by S.C. Code Ann. § 44-56-750(H).
- 3). Eligibility to file annual application for Voluntary Cleanup Activity Tax Credits pursuant to the Income Tax Act, S.C. Code Ann. § 12-6-3550 (2014).

B. Effective on the date the Certificate of Completion is issued by the Department.

- 1). The Department's covenant not to sue Pollack SD and its Beneficiaries for Existing Contamination but not for any Contamination, releases and consequences caused or contributed by Pollack SD or its Beneficiaries.
- 2). Specific tax credits or additional benefits expressly contingent in South Carolina statutes on issuance of the Certificate of Completion.

C. These Protections and Benefits do not apply to any Contamination, releases, and consequences caused or contributed by Pollack SD or its Beneficiaries. The Department retains all rights under State and Federal laws to compel Pollack SD and its Beneficiaries to perform or pay for response activity for any Contamination, releases and consequences caused or contributed by Pollack SD or its Beneficiaries.

RESERVATION OF RIGHTS BY THE DEPARTMENT

18. Nothing in this Contract is intended to be, or shall be construed as, a release or covenant not to sue for any claim or cause of action, past or future, that the

Department may have against any person, firm, or corporation other than Pollack SD and its Beneficiaries. The Department reserves the right to undertake future response actions at the Site and to seek to compel parties, other than Pollack SD and its Beneficiaries, to perform or pay for response actions at the Site. Nothing in this Contract shall in any way restrict or limit the nature or scope of response actions that may be taken or be required by the Department in exercising its authority under State and Federal law.

RESERVATION OF RIGHTS BY POLLACK SD

19. Pollack SD retains all rights to assert claims in law or equity against any person, company, or entity with respect to the Property, except as limited elsewhere by this Contract. Pollack SD and its Beneficiaries specifically deny responsibility for response costs or damages resulting from Existing Contamination except for Contamination, releases, and consequences they cause or contribute. However, Pollack SD and its Beneficiaries agree to undertake the requirements of this Contract.

BURDEN OF PROOF

20. Pollack SD and its Beneficiaries shall have the continuing obligation to demonstrate that any newly discovered Contamination is not caused or contributed by Pollack SD or its Beneficiaries. Pollack SD and its Beneficiaries shall make this demonstration to the Department's satisfaction in accordance with State or Federal Law applicable to such newly discovered Contamination. For purposes of this clause, newly discovered Contamination means finding types of Contamination not previously identified at the Property or substantially higher concentrations of Existing Contamination.

LIMITATION OF CLAIMS BY POLLACK SD AND ITS BENEFICIARIES

21. In consideration of the protections from the Department under this Contract, Pollack SD and its Beneficiaries agree not to assert any claims or causes of action against

the Department or to seek other costs, damages, or attorney's fees from the Department arising out of activities undertaken at the Property pursuant to this Contract. This limitation shall not extend to any claims or causes of action resulting from the Department's intentional or negligent acts or omissions, or the Department's willful breach of this Contract.

[Remainder of page left blank]

SIGNATORS

22. The signatories below hereby represent that they are authorized to and do enter into this Contract on behalf of their respective parties.

**THE SOUTH CAROLINA DEPARTMENT OF HEALTH
AND ENVIRONMENTAL CONTROL**

BY:

DATE:

Daphne G. Neel, Chief
Bureau of Land and Waste
Management


DATE:

Reviewed by Office of General Counsel

POLLACK SHORES DEVELOPMENT, LLC

BY:

DATE:



9-1-17

Marc Pollack, CEO

APPENDIX A

Application for Non-Responsible Party Voluntary Cleanup Contract

Pollack Shores Development, LLC

March 24, 2017



Non Responsible Party Application for Voluntary Cleanup Contract

1. Applicant Information

1. Applicant is a: ☒ Single Entity ☐ Co-Entity (Each Co-Entity must complete items 1-8)
2. Applicant Type: ☐ Private Individual /Sole Proprietorship ☒ For-profit Business (Corp., Partnership, etc.) ☐ Tax-Exempt Trust/ Corporation/ Organization ☐ Government / Other Public Funded Entity

3. Applicant's Legal Name Pollack Shores Development, LLC

4. Contract Signatures for this Applicant

a. Authorized Signatory

Name	Title	Email
Marc Pollack	CEO	mpollack@pollackshores.com
5605 Glenridge Dr. NE Suite 775	404-214-5336	
Address	Phone1	Phone2
Atlanta	GA	30342
City	State	Zip

b. Other Signatories ☐ None

Name	Title	Phone	Email	Signature Required On Contract?
Steven Shores	President	(404) 214 - 5336		<input type="checkbox"/>
		() -		<input type="checkbox"/>
		() -		<input type="checkbox"/>

5. Physical Location of Applicant's Headquarters

5605 Glenridge Dr. NE	775
Street address	Suite Number
Atlanta	GA
City	State
	Zip

6. Mailing address: ☒ Same as Authorized Signatory Go to question 7

Contact person (if different from Authorized Signatory)	Title
Street Number or PO Box	Phone1
City	State
	Zip
	Email

7. Company Structure Information ☐ Not-applicable (Local Government, Sole Proprietorship, Private Individual) - Go to Question #8

a. Company is Incorporated/ Organized/ Registered in Georgia (state)

b. List all principals, officers, directors, controlling shareholders, or other owners with >5% ownership interest.

Attach additional pages if needed.

Name	Name
Marc Pollack	
Steven Shores	
Pollack Shores Real Estate Group	

c. Is the applicant a subsidiary, parent or affiliate of any other business organization not otherwise identified on this form?
☐ Yes ☒ No

d. If yes, identify all affiliations:

8. Non-Responsible Party Certification

By signature below, it is affirmed that no person or entity identified anywhere above:

1. Is a current owner of the property
2. Is a Responsible Party for the site
3. Is a parent, successor, or subsidiary of any Responsible Party or owner of the property
4. Has had any involvement with the property in the past other than activities performed in anticipation of participation in the Voluntary Cleanup Program

Authorized Signatory

Co Signatories

II. Property Information

9. Location

a. Physical Address 107 Brigade St, Charleston, SC

b. County Charleston

c. ☐ Property is outside any municipal boundaries ☐ Property is inside the municipal limits of City of Charleston
(town/city)

10. List any Companies or Site names by which the Property is known

Charleston Steel & Metal

11. Total Size of Property Covered by this Contract 5.85 Acres

12. How many parcels comprise the Property? 1 Parcel with Tracts 1A and 1B

13. Current Zoning (general description)

MU-2/WH

14. a. Does the property have any above- or below-ground storage tanks? ☐ Yes ☒ No

b. If Yes, provide information on the number and capacity of the tanks, their contents, and whether they will be retained, or closed and/or removed.

15. Parcel Information Complete the information below for each Parcel (attach additional sheets if needed)

a. Tax Map Parcel# 464-00-00-003
b. Acreage 5.85
c. Current Owner 107 Briagde Street, LLC
d. Owner Mailing Address Two Morrocroft Centre
4064 Colony Road #430
Charlotte, NC 28211
e. Contact Person for Access Ryan Hanks
f. Access Person's Phone # 704-761-4289
g. Is Parcel Currently Vacant? ☒ Yes ☐ No
h. Buildings on the parcel? ☐ None
(check all that apply) ☐ Demolished/Ruins
☒ Intact, To be demolished
☐ Intact, To be re-used
i. Business/facility operations ☐ Never Operated on the parcel
☒ Not operating since 2010
(approx date)
☐ In operation: nature of the
business Scrapyard

a. Tax Map Parcel# _____
b. Acreage _____
c. Current Owner _____
d. Owner Mailing Address _____
e. Contact Person for Access _____
f. Access Person's Phone # _____
g. Is Parcel Currently Vacant? ☐ Yes ☐ No
h. Buildings on the parcel? ☐ None
(check all that apply) ☐ Demolished/Ruins
☐ Intact, To be demolished
☐ Intact, To be re-used
i. Business/facility operations ☐ Never Operated on the parcel
☐ Not operating since _____
(approx date)
☐ In operation: nature of the
business _____

a. Tax Map Parcel# _____
b. Acreage _____
c. Current Owner _____
d. Owner Mailing Address _____
e. Contact Person for Access _____
f. Access Person's Phone # _____
g. Is Parcel Currently Vacant? ☐ Yes ☐ No
h. Buildings on the parcel? ☐ None
(check all that apply) ☐ Demolished/Ruins
☐ Intact, To be demolished
☐ Intact, To be re-used
i. Business/facility operations ☐ Never Operated on the parcel
☐ Not operating since _____
(approx date)
☐ In operation: nature of the
business _____

a. Tax Map Parcel# _____
b. Acreage _____
c. Current Owner _____
d. Owner Mailing Address _____
e. Contact Person for Access _____
f. Access Person's Phone # _____
g. Is Parcel Currently Vacant? ☐ Yes ☐ No
h. Buildings on the parcel? ☐ None
(check all that apply) ☐ Demolished/Ruins
☐ Intact, To be demolished
☐ Intact, To be re-used
i. Business/facility operations ☐ Never Operated on the parcel
☐ Not operating since _____
(approx date)
☐ In operation: nature of the
business _____

a. Tax Map Parcel# _____
b. Acreage _____
c. Current Owner _____
d. Owner Mailing Address _____
e. Contact Person for Access _____
f. Access Person's Phone # _____
g. Is Parcel Currently Vacant? ☐ Yes ☐ No
h. Buildings on the parcel? ☐ None
(check all that apply) ☐ Demolished/Ruins
☐ Intact, To be demolished
☐ Intact, To be re-used
i. Business/facility operations ☐ Never Operated on the parcel
☐ Not operating since _____
(approx date)
☐ In operation: nature of the
business _____

a. Tax Map Parcel# _____
b. Acreage _____
c. Current Owner _____
d. Owner Mailing Address _____
e. Contact Person for Access _____
f. Access Person's Phone # _____
g. Is Parcel Currently Vacant? ☐ Yes ☐ No
h. Buildings on the parcel? ☐ None
(check all that apply) ☐ Demolished/Ruins
☐ Intact, To be demolished
☐ Intact, To be re-used
i. Business/facility operations ☐ Never Operated on the parcel
☐ Not operating since _____
(approx date)
☐ In operation: nature of the
business _____

III. Property Redevelopment

16. Describe the intended re-use of the property:
(attach additional sheets if necessary)

Approximately 230 multifamily units in 3 and 4 story buildings with ground floor residential and some retail. The property will be surface parked with an in ground pool.

17. a. Will the future use include any chemical processes, petroleum or chemical storage and handling, on-site waste disposal, or generate any hazardous substances? ☒ Yes ☐ No
b. If Yes, identify the substances and discuss steps that will be taken to prevent their release to the environment.
Only routine apartment/pool maintenance cleaners will be used.

18. Will redevelopment lead to the creation of permanent jobs on the property? ☒ Yes Anticipated Number 5
☐ No

19. Projected Increase to the Tax Base as a result of this redevelopment: \$ 29,000,000

20. a. Will there be intangible benefits from this redevelopment such as:
☐ LEED, Earth Craft, EnergyStar, or similar certification of Sustainable Development
☒ Creation / Preservation of Green Space on the Property
☐ Deconstruction/ Recycling of demolition or building debris
☐ Other _____

- b. Please Describe:

A small park including an oyster pit and a grand tree that will be preserved will be located at the end of the court street and adjacent to the wetland area on the edge of the property.

21. Anticipated date of closing or acquiring title to the property 07 / 30 / 2017

22. Redevelopment Certification

By signature below, the applicant(s) affirm that their proposed use and activities will not knowingly aggravate or contribute to existing contamination or pose significant human health or environmental risks on the property.


Signature(s)

IV. Project Management And Financial Viability (Co-Entities, refer to instruction sheet)

23. Environmental Consulting Firm

☐ None as of this application date

Terracon Consultants, Inc.

Company

521 Clemson Rd

Columbia

SC

29229

Address

City

State

Zip

Chuck Clymer, Jr.

S.C. PG Reg # 236

803-212-0054

803-603-9081

crclymer@terracon.com

Project Contact1

S.C PE/PG Reg. #

Phone1

Phone 2

email

Project Contact 2

S.C PE/PG Reg. #

Phone1

Phone 2

email

24. Legal Counsel (Optional)

John Spinrad

Firm

Arnall Golden Gregory, LLP

404-873-8666

Attorney

Phone1

Phone 2

171 17th Street NW Suite 2100

Atlanta

GA

30363

john.spinrad@agg.com

Street Number or PO Box

City

State

Zip

email

25. Applicant's Billing Address ☒ Same as Contact person in #6 above Go to question #26

Financial Contact

Title

Company

Phone

Address

City

State

Zip

26. Financial Viability

By signature(s) below, the applicant agrees to:

1. Pay the Department's costs upon receipt of invoices for implementing the Voluntary Cleanup Program for this Property, and
2. Provide financial statements, if requested, to document financial viability to conduct the response actions on the Property.

☐ Waiver Requested (Check Box If applicable)

The applicant is a Local Government or qualifies as a 501(c) Non-Profit Organization, and requests waiver of some Departmental costs of implementing this contract

Signatures

V. Application Completion (The following are required along with this form. Check applicable boxes)

27. The Legal Description of the Property is attached as a: ☒ Plat Map ☐ Metes and Bounds Text ☐ Both

28. The Phase I Environmental Site Assessment Report is attached as a:

☒ New report completed in the past six months by Terracon Consultants, Inc.

(Name of Environmental Firm)

☐ Older report updated in the past six months by

(Name of Environmental Firm)

29. Environmental sampling data and other reports: (check one)

☐ The Applicant is not aware of any environmental testing on the property

☒ The Applicant believes the Department already has all environmental data in its files on: Charleston Steel & Metal

☐ The Following reports are attached:

(Site Name)

Report Date

Report Name

Environmental Firm

30. Mailing addresses of Former Owners, Operators and other Potentially Responsible Parties:(check one)

☐ Enclosed with this Application as an Attachment

☒ Will be submitted along with (or before) the signed contract

31. The applicants attest by signature below that this application is accurate to their best knowledge. Furthermore, the applicants request DHEC evaluate the Property for inclusion in the Brownfields Voluntary Cleanup Program and draft a Non-Responsible Party Contract for the Property.

Signature(s)

This Section for Department Use Only

Assigned File Name		
Eligible for NRP Contract	Y N	
Assigned File Number		
Assigned Contract Number		

Property Description

ALL THAT piece, parcel or tract of land located in the City of Charleston, Charleston County, South Carolina and designated as Tract 1 on that plat by Thomas & Hutton dated November 02, 2016 and recorded in Plat Book L17 at Page 0047 in the RMC Office for Charleston County, South Carolina. Said tract being more fully described by this current survey as follows.

Tract 1A:

Commencing at iron rebar found at the intersection of the southeastern right-of-way of Brigade Street and the northeastern right-of-way of CSX Railroad, thence S 45°54'03" E a distance of 150.03 feet to an iron pipe; said point being the true Point of Beginning:

Thence one (1) call with T.W. Investments LLC;
N 61°43'37" E a distance of 291.05 feet to an iron pipe set;

Thence one (1) call with a 63' Future Road R/W;
S 28°15'01" E a distance of 243.68 feet to an iron pipe;

Thence one (1) call with 107 Brigade Street LLC;
S 61°44'59" W a distance of 213.55 feet to an iron pipe;

Thence one (1) call along a 65' CSX Railroad R/W;
N 45°54'03" W a distance of 255.60 feet to the true Point of Beginning. Said tract having an area of 61,469 Square Feet or 1.411 Acres.

Tract 1B:

Commencing at iron rebar found near the intersection of the southern right-of-way of Brigade Street and the eastern right-of-way of Huguenin Avenue, thence N 70°58'39" E a distance of 1.49 feet to an iron pipe set; said point being the true Point of Beginning:

Thence four (4) calls along a 30' private R/W;
N 70°58'39" E a distance of 190.95 feet to an iron rebar;
N 66°42'21" E a distance of 101.55 feet to an iron rebar;
N 63°30'21" E a distance of 76.80 feet to an iron rebar;
N 46°26'15" E a distance of 114.46 feet to an iron rebar;

Thence one (1) call with Bayside Apartments, LP;
thence N 87°25'28" E a distance of 40.31 feet to an iron pipe set;

Thence nine (9) calls with a OCRM Critical Area;
S 49°20'40" W a distance of 65.72 feet to a point;
S 22°14'21" E a distance of 103.95 feet to a point;
S 37°06'52" E a distance of 82.34 feet to a point;
S 57°17'50" E a distance of 105.48 feet to a point;

N 14°55'41" E a distance of 25.09 feet to a point;
N 02°53'26" E a distance of 82.67 feet to a point;
S 89°13'44" E a distance of 22.94 feet to a point;
S 13°36'17" E a distance of 47.54 feet to a point;
N 37°57'19" E a distance of 85.90 feet to an iron pipe set;

Thence two (2) calls with the western R/W of N. Romney Street (S-1867);
thence with the arc of a curve turning to the left, having an arc length of 129.23 feet, a radius of 1538.69 feet, a chord length of 129.20 feet, and a chord bearing S 15°09'49" W;
thence with a compound curve turning to the left, having an arc length of 228.82 feet, a radius of 1538.69 feet, a chord length of 228.61 feet, and a chord bearing S 08°29'51" W;

Thence four (4) calls with a 63' Future Road R/W;
thence with a reverse curve turning to the right, having an arc length of 23.75 feet, a radius of 15.00 feet, a chord length of 21.35 feet, and a chord bearing S 49°35'56" W;
thence N 85°02'21" W a distance of 467.10 feet to an iron pipe set;
thence with the arc of a curve turning to the right, having an arc length of 24.78 feet, a radius of 25.00 feet, a chord length of 23.78 feet, and a chord bearing N 56°38'41" W;
thence N 28°15'01" W a distance of 258.24 feet to the true Point of Beginning. Said tract having an area of 193,444 Square Feet or 4.441 Acres.

